



PHILIP L. BROWNING
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

Board of Supervisors
HILDA L. SOLIS
First District
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Second District
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MICHAEL D. ANTONOVICH
Fifth District

June 16, 2015


The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 OF JUNE 16, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**REQUEST TO APPROVE ONE YEAR EXTENSION TO 12 EDUCATION
CONSULTANT SERVICES CONTRACTS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) is requesting approval to extend 12 Education Consultant Services (ECS) contracts for one-year, effective July 1, 2015, through June 30, 2016, to allow sufficient time to complete the Request for Proposals (RFP) process for the provision of ECS tentatively scheduled to start on July 1, 2016. The current ECS contracts will expire June 30, 2015.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DCFS, or his designee, to execute contract amendments, substantially similar to Attachment I, with the 12 contractors listed in Attachment II. The amendment will amend the Terms and Conditions, extend the contracts for one year effective July 1, 2015, through June 30, 2016, and increase the Maximum Annual Contract Sum by ten percent. The cost to extend these contracts will not exceed \$950,400, to be financed using 36 percent (\$342,144) Federal revenue, 33 percent (\$313,632) State revenue, and 31 percent (\$294,624) net County cost. Funding has been included in the Department's FY 2015-2016 Budget Request. The Director will notify the Board and the Chief Executive Office in writing within ten business days after the execution.
2. Delegate authority to the Director of DCFS, or his designee, to execute amendments to extend the contract on a month-to-month basis for a period not to exceed six months beyond June 30, 2016, in the event the extension is necessary to complete the solicitation process for a new contract.

Approval from County Counsel will be obtained prior to executing such an amendment, and the Director will notify the Board and the CEO in writing within ten business days after execution.

3. Delegate authority to the Director of DCFS, or his designee, to execute amendments to increase or decrease the Contract sum by no more than ten percent of the Maximum Contract Sum, if necessary, to accommodate any unanticipated need for an increase or decrease in the level of services provided that: a) sufficient funding is available; b) prior CEO approval is obtained and notice given to County Counsel; and c) the Director of DCFS notifies the Board and the CEO in writing within ten working days of execution of such amendments.

4. Delegate authority to the Director of DCFS, or his designee, to execute amendments to the Contract for non-material changes to the contracts provided that: a) prior County Counsel and CEO approvals are obtained, and b) the Director of DCFS notifies the Board and the CEO in writing within ten working days of execution of such Amendments.

5. Delegate authority to the Director of DCFS, or his designee, to terminate the Education Consultant Services contracts in the event that the Education Consultant Services are no longer needed or if termination is in the best interest of the County, provided that: a) prior CEO approval is obtained; and b) the Director of DCFS, or his designee, notifies the Board and the CEO in writing within ten working days of the termination.

6. Delegate authority to the Director of DCFS, or his designee, to execute amendments to the Contracts to facilitate any changes that are required by the County, State, Federal Government, School Districts, Schools, included new or revised referral systems, organizational structures, policies regulations and laws, provided that: a) prior County Counsel and CEO approvals are obtained, and b) the Director of DCFS, or his designee, notifies the Board and the CEO in writing within ten working days of execution of such amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The 12 current ECS contracts will expire on June 30, 2015. The recommended action to extend the ECS contracts will allow DCFS to complete the solicitation process for new services to meet the Department's need. DCFS received written approval on April 2, 2015, from the California Department of Social Services (CDSS), to extend the ECS contracts for one additional year to complete the solicitation process by June 30, 2016.

The solicitation process for a new contract has been delayed to accommodate the Department's decision to restructure the ECS program. The next contract solicitation will invite firms to submit proposals to provide the education consultant services and to support school districts in their efforts to comply with the State's newly enacted Local Control Funding Formula to improve the educational outcomes of foster youth.

The recommended action to increase the Maximum Annual Contract Sum by ten percent is based on two Education Consultants terminating their contracts and as a result the workload has been reallocated to the remaining 12 Education Consultants who are now managing more referrals and a larger geographic area.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County of Los Angeles Strategic Plan Goal #3 – Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

The cost to extend the 12 ECS contracts for a one-year period and increase the Maximum Annual Contract Sum by ten percent will not exceed \$950,400, to be financed using 36 percent (\$342,144) Federal revenue, 33 percent (\$313,632) State revenue, and 31 percent (\$294,624) net County cost. There is sufficient funding in the Department's FY 2015-2016 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the amendment to extend the ECS contracts and increase the Maximum Annual Contract sum by ten percent will allow the contractors to continue to assist Children's Social Workers in navigating the educational system and ensure that foster youth receive and have access to educational resources, program services, and benefits. The Contractors provide educational system expertise and advocacy on behalf of foster children to allow foster children to improve academically.

The Board letter has been reviewed by the Chief Executive Office and County Counsel. The attached form amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

The current ECS contracts were procured through a Request for Statement of Qualifications (RFSQ) released on August 19, 2009. The initial contract term was for one-year with two one-year renewal options. The total contract period was from July 1, 2010, through June 30, 2013. The contracts were subsequently extended twice with the prior approval of the California Department of Social Services (CDSS). Most recently, on April 2, 2015, CDSS approved the current extension from July 1, 2015, through June 30, 2016.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval and execution of the form Amendments will allow DCFS to continue providing Education Consultant Services to CSWs, and administrative and academic advocacy at schools on behalf of foster youth in all Supervisorial Districts.

CONCLUSION

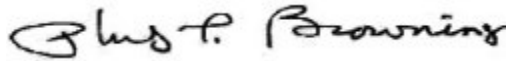
Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Children and Family Services.

The Honorable Board of Supervisors

6/16/2015

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PLB:EMLTI:EO

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors



AMENDMENT NUMBER ____

EDUCATION CONSULTANT SERVICES

CONTRACT NUMBER _____

WITH

AMENDMENT NUMBER ____
EDUCATION CONSULTANT SERVICES
CONTRACT NUMBER _____

This Amendment Number ____ ("Amendment") to the Education Consultant Services Contract ("Contract"), adopted by the Board of Supervisors on June 9, 2010, is made and entered into by and between the County of Los Angeles ("COUNTY"), and _____ ("CONTRACTOR"), this _____ day of _____, 2015.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract and CONTRACTOR has been providing Education Consultant Services to the COUNTY; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

WHEREAS, on April 2, 2015, the California Department of Social Services approved the COUNTY's request to further extend the term of the existing Contracts for an additional one-year period, from July 1, 2015, through June 30, 2016:

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows, effective July 1, 2015:

1. Part I, Unique Terms and Conditions, Section 2.0, Term, is deleted in its entirety and replaced as follows:
 - 2.1 The term of this Contract is extended for an additional one-year period, beginning on July 1, 2015, and continuing through June 30, 2016, unless terminated earlier by either party by giving 30 days notice or otherwise terminated as provided in this Contract.
 - 2.2 The COUNTY shall have the option to extend the contract on a month-to-month basis for up to six additional months. The option to extend shall be exercised at the discretion of the Director of DCFS, by amendment or written notice to the CONTRACTOR.
2. Part I, Unique Terms and Conditions, Section 3.0, Contract Sum, Subsection 3.1.1, is added to read as follows:
 - 3.1.1 The Maximum Annual Contract Sum for the contract period of July 1, 2015, through June 30, 2016, shall not exceed Seventy-Nine Thousand, Two Hundred Dollars (\$79,200).
3. Part II, Standard Terms and Conditions, Section 2.1, COUNTY's Program Manager, is deleted in its entirety.
4. Part II, Standard Terms and Conditions, Section 6.0, Budget Reduction, is deleted in its entirety.

5. Part II, Standard Terms and Conditions, Section 11.0, Complaints, is deleted in its entirety.
6. Part II, Standard Terms and Conditions, Section 51.0, Subcontracting, is deleted in its entirety.
7. Part II, Standard Terms and Conditions, Section 53.0, Termination For Convenience, is deleted in its entirety.
8. Exhibit A: Statement of Work, Section 3.0, County's General Responsibilities, Subsection 3.1, is deleted in its entirety.
9. Exhibit A: Statement of Work, Section 4.0, Contractor's General Responsibilities, Subsection 4.8, is revised to read as follows:
 - 4.8 CONTRACTOR may accept referrals for work from other DCFS regional offices in addition to the office designated by the CPM and CONTRACTOR may invoice for such work.
10. Exhibit A: Statement of Work, Section 4.0, Contractor's General Responsibilities, Subsection 4.9, is deleted in its entirety.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER ____
TO EDUCATION CONSULTANT SERVICES
CONTRACT NUMBER _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number ____ to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has caused this Amendment Number ____ to be subscribed on its behalf by its duly authorized officer(s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES

PHILIP L. BROWNING, Director
Department of Children and Family Services

CONTRACTOR

By _____

Name _____

Title _____

Tax ID on File
Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
MARK J. SALADINO, COUNTY COUNSEL

BY _____
David Beaudet, Senior Deputy County Counsel

ATTACHMENT II**EDUCATION CONSULTANT SERVICES****CONTRACT PERIOD OF 07/01/2015 TO 06/30/2016**

CONTRACTOR NAME	CONTRACT NUMBER	MAXIMUM ANNUAL SUM
Boddula, Chethan	09-007-05	\$79,200
Brown, Shirley	09-007-19	\$79,200
Dean, Sylvia M.	09-007-15	\$79,200
Del Castillo, Annalisa	09-007-06	\$79,200
Gabaldon, Nadia	09-007-03	\$79,200
Harrahill, Rosemary	09-007-04	\$79,200
Lawson English, Verle	09-007-14	\$79,200
Lopez-Reid, Norma	09-007-13	\$79,200
Saenz, Fatima G.	09-007-08	\$79,200
Shaw, Shirley	09-007-01	\$79,200
Smith, Margaret	09-007-20	\$79,200
Von Bleich, Juergen	09-007-10	\$79,200
TOTAL: 12 Contractors		\$950,400